

## REMARKS

Claims 1-37 remain pending. In the present Office Action, claims 1-10 were rejected under 35 U.S.C. § 101 as being non-statutory. Claims 3-37 were rejected under 35 U.S.C. § 112, second paragraph. Claims 1-2 were rejected under 35 U.S.C. § 102(a) as being anticipated by the related art section of the present application. Applicants respectfully traverse these rejections and request reconsideration.

### Section 101 Rejection

Applicants respectfully submit that claims 1-10 meet the requirements of 35 U.S.C. § 101. The Office Action asserts that claim 1 recites a cluster of purely descriptive material or at best components that seem to be software *per se*. Applicants respectfully disagree. The specification very clearly defines a node as comprising a computer system (see, e.g. page 8, lines 12-13 and page 2, line 22). Thus, claim 1 is statutory as written. Applicants respectfully submit that the section 101 rejection is erroneous and should be rescinded.

The section 101 rejection further asserts that the claimed "plurality of nodes configured to" does not require the nodes to perform any function, and that any system not prohibiting the functions enumerated after "configured to" meet the claim limitations. This appears to have nothing to do with the section 101 rejection itself. However, Applicants respectfully disagree with the assertion.

The definition of "configure" (from Merriam Webster's Collegiate Dictionary, Tenth Edition) is "to set up for operation esp. in a particularly way". Thus, "configure to" requires that the subject of the sentence (the nodes, in this case) have a structural and functional set up to realize the various operations described (e.g. (i), (ii), and (iii) in claim 1). Clearly, then, a system that does not prohibit the operations does not meet the limitations listed after "configured to". Only a system that is expressly defined as having a configuration to meet the limitations would meet the limitations.

## Section 112 Rejection

Applicants respectfully submit that claims 3-37 meet the requirements of 35 U.S.C. § 112, second paragraph. The Office Action lists several alleged omissions of essential structural cooperative relationships of elements. Applicants respond to each alleged omission below in the order listed in the action.

With regard to claim 11, the Office Action asserts that the nodes do not seem to be related to the service group. Applicants respectfully disagree. Claim 11 recites "failing over a first service group of the plurality of service groups from a first node of a plurality of nodes to a second node of the plurality of nodes". It is clear that a service group is an entity managed by a node. Specifically, for example, a first service group is failed over from a first node to a second node. There is nothing even remotely unclear about this recitation, nor is anything unclear about the relationship of nodes and service groups.

With regard to claims 3 and 11, the Office Action alleges that the failing over language is ambiguous, asserting that it is not clear what fails over to what. Applicants respectfully disagree. As highlighted above, the service group fails over from one node to another. There is no other way to read the above language, and thus the language is not even the least bit ambiguous.

The Office Action again asserts that the language of "configured to" does not require any actual function to be performed by any node. As highlighted above in the response to the 35 U.S.C. § 101 rejection, this assertion is immaterial. The phrase configured to is a positive recitation of node features.

With respect to claims 20, 27, and 33, the Office Action repeats the assertion that it is not clear how the filesystems, nodes, and service groups are related and what is failing over to what. With respect to the relationship of the nodes to service groups and what is failing over to what, Applicants respectfully submit that the above remarks illustrate what these claims are clear in this regard. As for the relationship of the

filesystem to other claim features, Applicants note that, for example, claim 20 recites "each of the plurality of service groups including at least one filesystem". Accordingly, the relationship of service group and filesystem is clear. Since the relationship of service group and node is clear, the relationship of filesystem and node is also clear.

For at least all of the above stated reasons, Applicants submit that the section 112 rejection is erroneous and should be rescinded.

### Section 102 Rejection

Applicants respectfully traverse the section 102(a) rejection. For a reference to anticipate a claim, that reference must teach EACH and EVERY feature of the claim. The related art section of the present application does not teach "each of the plurality of client lists included in a respective service group of the plurality of service groups and identifying clients having at least one lock on one of the one or more filesystems included in the respective service group".

The Office Action asserts that the related art section of the present application teaches the above features, stating that the claimed cluster is met by any network filesystem of the related art. Applicants respectfully disagree. The network filesystems in the related art section make no mention of service groups. Furthermore, the Office Action alleges that the cluster of the related art clearly has nodes configured to perform (i), (ii), and (iii) since it is part of a network and allows lock recovery using a client list. The related art section does describe a client list. However, the related art teaches: "the server also maintains a list, in nonvolatile memory, of which clients have locks in any of the filesystems served by that server. If the server crashes or reboots, the client list is read after the server is brought back up and the clients are notified of the server crash/reboot." (specification, page 2, lines 15-18). Thus, the client list is maintained on a per-server basis, and can only be used when that particular server is rebooted.

The related art section goes on to describe a cluster in an HA setting (specification page 2, lines 22-28), but this has nothing to do with the fileserver discussion that

precedes it. Furthermore, the last paragraph of the related art describes why the related art network filesystems and the related art HA clusters cannot be combined successfully (specification, page 3, lines 1-20).

For at least all of the above stated reasons, Applicants submit that the section 102 rejection is in error and request that the rejection be rescinded.

## CONCLUSION

Applicants respectfully submit that the application is in condition for allowance, and an early notice to that effect is requested.

If any extensions of time (under 37 C.F.R. § 1.136) are necessary to prevent the above referenced application(s) from becoming abandoned, Applicant(s) hereby petition for such extensions. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5760-12600/LJM.

Also enclosed herewith are the following items:

- Return Receipt Postcard
- Petition for Extension of Time
- Request for Approval of Drawing Changes
- Notice of Change of Address
- Fee Authorization Form authorizing a deposit account debit in the amount of \$ for fees (      ).
- Other:

Respectfully submitted,



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Date: 9/8/06